

GENERAL CONSTRUCTION
CONTRACT DOCUMENTS

FOR

CITY OF CRAIG
CRAIG PAVING PROJECT
Phase I

ISSUED BY:

CITY OF CRAIG
CRAIG, ALASKA

PREPARED BY:

R&M ENGINEERING-KETCHIKAN, INC.
KETCHIKAN, ALASKA

JULY 2009

CITY OF CRAIG
CRAIG PAVING PROJECT
Phase I

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NOTICE TO CONTRACTORS INVITING BIDS

NOTICE IS HEREBY GIVEN THAT the City of Craig, Alaska, invites sealed bids for the construction of **CRAIG CITY PAVING, PHASE I**, in Craig, Alaska. The work includes sub-grade repair, water and sewer adjustments, curb and sidewalk construction, base rock and roadway paving on 14 city streets. Paving width varies between 18 and 22 feet.

Sealed bids will be received in the Office of the City Administrator, Craig City Hall, 500 3rd Street, P.O. Box 725, Craig, Alaska 99921, until 2:00 P.M. local time, on **Tuesday, the 11th day of August, 2009** and then will be opened and publicly read aloud.

Contract Documents: Documents may be obtained from R&M Engineering-Ketchikan, Inc., 355 Carlanna Lake Road, Ketchikan, Alaska 99901, (907) 225-7917, FAX (907) 225-3441 upon payment of a non-refundable fee of \$50.00 per set per contract. Overnight delivery is available for an additional \$20.00.

CITY OF CRAIG

By: Jon Bolling
City Administrator

Publish: July 20, 22, 25 & 29
and August 1

Advertise in: Ketchikan Daily News
Island News

Invoice to be sent to City of Craig, Attention Jon Bolling

INFORMATION FOR BIDDERS

1. **PREPARATION OF BID FORMS.** The City of Craig, hereinafter referred to as the **OWNER**, invites bids on the form enclosed as part of the bidding and contract documents to be submitted at such time and place as is stated in the Notice to Contractors Inviting Bids. All blanks in the bid form must be appropriately filled in with typewriter or ink, and all prices must be stated in both words and figures.

Bidders should fill in the loose bid forms furnished with the bound Contract Documents. Do not fill in the bound set of bid forms.

All bids must be submitted in sealed envelopes bearing on the outside the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

2. **SIGNATURES.** All proposals shall give the price proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Bidder or his authorized representative with his address. If the proposal is made by an individual, his name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of state under the laws of which the corporation is incorporated, and the title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

3. **MODIFICATIONS.** Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in the **OWNER's** rejection of the bid as not being responsive to the Notice to Contractors Inviting Bids. No oral or telephone modification of any bid submitted will be considered. Any Bidder may modify his bid by submitting a written modification signed by the Bidder, or by telegraph or by a signed facsimile communication at Fax No. (907) 826-3278 at any time prior to the scheduled bid closing time for receipt of bids, provided such communication is received by the **OWNER** prior to the bid closing time, and, provided further, the **OWNER** is satisfied that a written confirmation of the telegraphic or facsimile modification over the signature of the Bidder was mailed by Federal Express, DHL, or USPO Express Mail prior to the bid closing time. The telegraphic or facsimile communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within three (3) days from the closing time no consideration will be given to the telegraphic or facsimile modification.

4. **ERASURES.** The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in

the margin immediately opposite the corrections the surname of the person or persons signing the bid.

5. **EXAMINATION OF THE SITE, DRAWINGS, ETC.** Each Bidder shall visit the site of the proposed work and fully investigate and acquaint himself with the conditions relating to the work and labor, including taking of soils or other tests, so that he may fully understand the facilities, difficulties, soils and other conditions and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any forms, instrument or addendum or other document or to visit the site, take and make soils or other tests, and fully acquaint himself with conditions there existing shall in no way relieve the Bidder from obligations with respect to his bid or to full performance of the Contract and for the price bid. The submission of a bid shall be taken as conclusive evidence of compliance with this section.

6. **ADDENDA.** Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

7. **BID PRICE.** The bid price shall include everything necessary for the fulfillment of the Contract including, but not limited to, furnishing all materials and equipment, except as may be provided otherwise in the Contract Documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

8. **CONTRACTOR'S LICENSING LAWS.** All Bidders and Contractors shall be licensed at the time of submitting a bid in accordance with the laws of the State of Alaska and any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws and the Bid Proposal of such Bidders may be rejected.

9. **QUALIFICATION OF BIDDERS.** Each Bidder shall be duly licensed, qualified, skilled and regularly engaged in the general class or type of work called for under the Contract. A statement setting forth his licensing, qualification, experience and the experience, knowledge and ability of the personnel available for employment in responsible charge of the work shall be submitted by low Bidder when requested by the **OWNER.**

It is the intention of the **OWNER** to award a contract to the lowest responsive responsible Bidder who furnishes satisfactory evidence that he has the requisite licenses, qualifications, experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and properly, and to complete the work within the time specified in the Contract.

To determine the degree of responsibility to be credited to the Bidder, the **OWNER** will weigh any evidence that the Bidder, or personnel available for employment in responsible charge of the work, have satisfactorily performed other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress and other factors, including:

- a) The ability, capacity and skill of the Bidder to perform the Contract.

- b) Whether the Bidder can perform the Contract within the time specified, and without delay
- c) The character, integrity, reputation, judgement, experience and efficiency of the Bidder.
- d) The quality of the Bidder's performance on previous contracts.
- e) The previous and existing compliance by the Bidder with laws and ordinances relating to this and other contracts.
- f) The sufficiency of the financial resources and the ability of the Bidder to perform the Contract.

10. **POSTPONEMENT OF OPENING.** The **OWNER** reserves the right to postpone the date and time for opening of proposals at any time prior to the time announced for opening of proposals in the advertisement.

11. **DISQUALIFICATION OF BIDDER.** If there is reason to believe that collusion exists among the Bidders, none of the bids of the participants in such collusion will be considered.

12. **REJECTION OF BIDS.** The **OWNER** reserves the right to reject any bid which is nonresponsive, incomplete, obscure or irregular; any bid which omits any one or more items on which the bids are required; any bid in which unit prices are unbalanced in the opinion of the **OWNER**; any bid accompanied by insufficient or irregular bid security; and any bid from Bidders who have previously failed to perform properly or to complete on time contracts of any nature.

13. **RETURN OF BID BOND.** Within ten (10) days after the bids are opened, the **OWNER** will return the bid security accompanying the proposals which are not to be considered in making the award. All other bid security will be held until the Agreement has been fully executed and the performance and payment bonds and insurance certificates, all on the forms provided and required, have been submitted in proper form to the **OWNER**, after which they will be returned to the respective Bidders whose proposals they accompany. The bonds or other bid security of the three (3) apparent lowest responsive Bidders may be retained by the **OWNER** until execution of the Agreement and delivery of the required bonds and insurance certificates by the Bidder whose Bid Proposal is accepted.

14. **AGREEMENT AND BONDS.** The form of Agreement which the successful Bidder, as Contractor, shall be required to execute, and the form and amounts of surety bonds which he shall be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. The Agreement shall be executed in three (3) original counterparts.

15. **INTERPRETATION OF DOCUMENTS PRIOR TO BID OPENING.** Bidders are notified to examine thoroughly the bid form, information for bidders, the form of Agreement, bonds, and the other Contract Documents. If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true

meaning of any part of the Contract Documents, or finds discrepancies or omissions therein, he may submit to R&M Engineering-Ketchikan, Inc., Telephone No. (907) 225-7917, Fax No. (907) 225-3441, seven (7) days prior to the time announced for opening the proposals for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum issued by the City Administrator, which shall thereupon become part of the Contract Documents and a copy of such Addendum will be sent by facsimile to each person receiving a set of Contract Documents; however, responsibility shall rest solely with each of the intending Bidders to determine that he has, by time of bidding, received all Addenda. The **OWNER** will not be responsible for any other explanation or interpretation of the Contract Documents. No oral interpretation of provisions in the Contract Documents will be made to the Bidder. Bidders must satisfy themselves of the accuracy of any of the estimated quantities by examination of the site and a review of the Contract Documents, including Addenda. After bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work, site or other conditions, or of the nature of the work to be done.

16. **BIDDERS INTERESTED IN MORE THAN ONE BID.** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices or materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

17. **AWARD OF CONTRACT.** The **OWNER** reserves the right to reject any or all bids, waive any informalities or irregularity in the bidding and/or not make an award. The award of the Contract, if made by the **OWNER**, will be made to the qualified and responsible Bidder submitting the lowest responsive bid, but the **OWNER** shall determine in its own discretion whether a Bidder is responsible and qualified to perform the Contract, and what bid is the lowest or in the best interest of the **OWNER**, including the **OWNER's** right to consider the proposed form of manufacturer's warranty to be given by the manufacturer to be used by a Bidder, if such warranty is called for in the Contract Documents, or any other matters to be submitted pursuant to the Contract Documents, in making its determinations, and determine whether it is to the best interest of the **OWNER** to accept the bid.

Alternate bids are intended to provide the Owner a range of comparative costs which will allow identification of the combination most responsive to the Owner's needs and available funds. The Bidder must submit bid prices for all alternate bids. Except as otherwise herein stated an apparent low Bidder will be identified and award of the contract will be made on the basis of the base bid plus those alternate bids that the Owner in its sole discretion elects to accept. The order of the alternates listed shall not be construed as binding and/or an indication of the order in which the Owner may select alternatives if any.

18. **NON-COLLUSION AFFIDAVITS.** Upon a specific request of the **OWNER**, the Bidder, before the award of a Contract, shall submit non-collusion affidavits to the **OWNER** covering the Bidder and all subcontractors.

19. **BID, PAYMENT AND PERFORMANCE GUARANTEES.** A certified check, cashier's check, or bid bond in the form included in the Contract Documents, payable to the City of Craig in an amount equal to at least five percent (5%) of the total amount bid shall accompany each Bid, as evidence of good faith and as a guarantee that if awarded the Contract the Bidder will execute the required form of agreement, and give the bonds and other instruments as required. The successful Bidder's bid security will be retained until he has furnished a one hundred percent (100%) performance bond and a one hundred percent (100%) payment bond, if such bonds are not expressly waived by the special conditions, on the forms included in the Contract Documents with a qualified corporate Surety, and the required form of Agreement have been executed by the Bidder and the **OWNER** and required worker's compensation and other insurance certificates have been provided. The **OWNER** reserves the right to hold the bid security from the three (3) apparent lowest responsive Bidders until the Agreement is executed by the accepted Bidder and by the **OWNER**. Any Bidder whose bid proposal is accepted shall, unless the requirement for such bonds is expressly waived in the special conditions, furnish satisfactory performance and payment bonds, and required worker's compensation and other required insurance certificates or policies of insurance and execute the required form of Agreement within ten (10) days after delivery of Notice of Award, or within such additional time as is allowed by the **OWNER**. Failure, neglect or refusal by the Bidder to do so shall constitute a breach of agreement to enter into the Contract effected by the Bidder's proposal and the **OWNER's** Notice of Award and such Bidder shall be deemed to be a defaulting bidder. The damages to the Owner for such a breach of agreement will include monetary loss from, among other things, interference with the **OWNER's** program and normal operations. The amount of such damages is difficult or impossible to compute. The **OWNER** has estimated, and each Bidder, by submitting its Bid proposal, agrees that reasonable compensation for damages resulting from such breach of agreement shall be the amount of the Bid proposal guaranty and promises to pay that amount as liquidated damages for such breach, and the **OWNER** may retain all such bid security or recover the said amount from the Bidder and Surety.

20. **DEFAULTING BIDDER.** If any Bidder whose Bid proposal is accepted fails, neglects or refuses to furnish the required performance and payment bonds, or the required worker's compensation and other insurance certificates or policies, or to execute the Agreement as herein provided, such Bidder shall not be the lowest responsive Bidder. The **OWNER** may then select the lowest responsive Bidder and deliver a notice of acceptance of Bid proposal to such lowest responsive Bidder.

21. **INSURANCE REQUIREMENTS.** The form, types and amounts of insurance which the successful Bidder, as Contractor, shall be required to obtain is included in the Contract Documents.

22. **MINIMUM WAGE.** The Contractor shall at all times pay not less than the minimum wage per hour for each classification of laborers, workers, or mechanics as set forth in the general prevailing wage rate schedule applicable at the time the work is performed published by the State of Alaska, as amended from time to time, and shall comply with all other provisions of Alaska Statutes, Title 36, Chapter 5 [Wages and Hours of Labor]. Each Bidder, by submitting a bid proposal, acknowledges and represents they have familiarized themselves with the prevailing wage rates and agree to pay and comply with said requirements relating to minimum wages.

23. **ERRORS AND OMISSIONS.** No consideration will be given by the **OWNER** to claim of error in a bid unless such claim is made to the **OWNER** within twenty-four (24) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids, and unless supporting evidence of such claim, including cost breakdown sheets, is delivered to the **OWNER** within forty-eight (48) hours after the time stated for receiving bids in the Notice to Contractors Inviting Bids. Relief may be granted only at the **OWNER's** discretion and in such event only for clerical errors.

24. **SIGNING.** Each document signed by an attorney-in-fact shall be accompanied with a copy of the power of attorney authorizing the attorney-in-fact. No agreement shall be binding upon the **OWNER** until the same has been completely signed by the Contractor and also signed on behalf of the **OWNER**. Failure to sign and return the required form of Agreement and acceptable bonds and/or insurance certificates or policies as provided herein and the Contract Documents within the time limit above specified may be just and sufficient cause for the cancellation of the award and the forfeiture of the bid security.

25. **CANCELLATION OF AWARD.** The **OWNER** reserves the right to cancel the award without liability to the Bidder, except return of the bid security, at any time before the Agreement has been fully signed by all parties, including the **OWNER**.

26. **WITHDRAWAL OF BIDS.** No Bidder may withdraw his bid after the time announced for the opening, or before both the award and execution of the agreement, unless the award is delayed for a period in excess of sixty (60) days.

27. **BID PROTESTS.** An aggrieved bidder may file a bid protest within ten (10) calendar days after Notice of Intent to Award the contract is mailed.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we _____

_____ (Bidder) as **PRINCIPAL**, and _____

_____ (Bonding Company) as **SURETY**, a corporation incorporated in the State of _____ and authorized to do business in the State of Alaska, are held and firmly bound unto the City of Craig, a municipal corporation, hereinafter called the **OWNER**, as Obligee, in the penal sum of _____ Dollars (\$ _____), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

WHEREAS the **PRINCIPAL** has, by written proposal, submitted a bid to the said **OWNER** on that certain contract for the performance of the work, services, and materials for which bids are to be opened on _____, 200__, at _____ p.m. for:

CRAIG PAVING PROJECT PHASE I

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the aforesaid **PRINCIPAL** shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and, if awarded the Contract, shall within the period specified therefore, or such additional time as is allowed by the **OWNER**, or, if no period be specified, within ten (10) days after the prescribed forms are presented to said **PRINCIPAL** for signature, enter into a written contract with the **OWNER** in the prescribed form, in accordance with the bid as accepted, and delivers to the **OWNER** good and sufficient performance and payment bonds on the forms and as required to guarantee the faithful performance of the terms and conditions of the Contract, and the required certificates or policies of insurance, and other instruments as called for by the Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
_____ day of _____, 200__.

PRINCIPAL

By: _____

Title: _____

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal

SURETY

By: _____

Title: _____

(Address)

Corporate Seal

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT))

On this _____ day of _____, 200____, before me, the undersigned, a Notary Public in and for said district and State personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of, _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTARY PUBLIC FOR ALASKA

My Commission Expires:

NOTE:

- (a) Signatures of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-Fact must attach a certified copy of the Power of Attorney.

INSTRUCTIONS

1. This form shall be used whenever a bid bond is required.
2. The surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. In lieu of furnishing a bid bond, the bidder may submit a certified check, cashier's check or money order payable to the **OWNER** in the amount of the bid bond required.
3. The name, including full Christian name, and business or residence address of each individual party to the bond shall be inserted in the space provided therefor, and each party shall sign the bond with his usual signature on the line opposite the scroll seal.

4. If the principals are partners, their individual names shall appear in the space provided therefor, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the space provided therefor, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form herein provided. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this bond must not be prior to the date of the instrument in connection with which it is given.

8. Individual Surety will not be accepted as bid security.

BID PROPOSAL

TO: The City of Craig, herein called the City:

Pursuant to and in compliance with your Notice to Contractors Inviting Bids, Information For Bidders, Agreement and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiarized with all the terms of all the Contract Documents and with the project site and local conditions and costs affecting the performance as called for in the Contract Documents, hereby proposes and agrees to perform, within the time and in the manner stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the work, labor, materials, tools, supplies, and all transportation and other services necessary to perform the Contract in a skillful and timely manner, all in strict conformity with the Contract Documents, including addenda(s) for the following project:

CRAIG PAVING PROJECT

Phase I

in accordance with attached schedule.

1. **Award of Contract.** The City shall have the right to reject this bid proposal and such bid proposal shall remain open and may not be withdrawn for a period of sixty (60) days after the date prescribed for its opening.
2. **Execution of Contract and Performance Security.** It is understood and agreed that if written notice of the acceptance of this proposal and award of the Contract is mailed, telegraphed, telefaxed or delivered to the undersigned Bidder within sixty (60) days after the opening of the proposal, or at any time thereafter before it is withdrawn in writing, the undersigned Bidder will execute and deliver the Agreement in the form set forth in the Contract Documents to the City in accordance with the proposal as accepted, and will also furnish and deliver to the City the performance and payment bonds on the forms provided in the Contract Documents, the Certificate of Insurance and policies of insurance and any other documents or bonds called for in the Contract Documents, all within ten (10) days after notice of acceptance and award of the Contract is given.
3. **Notice of acceptance and award of the Contract** or requests or additional information may be addressed to the undersigned Bidder at the business address set forth at the end of this proposal.
4. **Wherever in this proposal** an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.
5. **Bid Security.** Accompanying this bid is the required bid security in the form of _____
* in the amount of _____
_____ (\$ _____)

(*NOTICE: Insert the words, "Cashier's Check," "Certified Check," or "Bid Bond," as the case may be; bid security is five percent (5%) of the total amount bid.)

6. Receipt of the following Addenda to the Contract Documents is hereby acknowledged.

<u>ADDENDUM NO</u>	<u>DATE OF RECEIPT OF ADDENDUM</u>	<u>SIGNED ACKNOWLEDGMENT</u>
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

(Note: Failure to acknowledge receipt of any addenda may be considered an irregularity in the proposal and grounds for rejection of the bid.)

BIDDER:

By: _____
(Title)

Alaska Contractor License No. _____

Telephone _____

Business Address _____

Place of Residence _____

Date _____, 20 ____.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership, and if Bidder is an individual, the appropriate signature shall be placed above.

CRAIG PAVING PROJECT Phase I

SCHEDULE A

ITEM NO.	WORK DESCRIPTION (Unit Bid Price in Words)	EST. QTY.	UNIT BID PRICE	TOTAL BID PRICE
1	ExcavationPer CY	100		
2	D1 Crushed Aggregate Base CoursePer Ton	3000		
3	1-1/2" Crushed Aggregate Base CoursePer Ton	5000		
4	Hot Mix Asphalt Type II, Class BPer Ton	4500		
5	Install Concrete SidewalkPer LF	730		
6	Install Concrete Curb and GutterPer LF	934		
7	Install Concrete Straight CurbPer LF	425		
8	Install Concrete Valley GutterPer LF	163		
9	Install 12" HDPE Storm PipePer LF	430		
10	Install 18" HDPE Storm PipePer LF	640		
11	Install 24" HDPE Storm PipePer LF	520		
12	Storm Catch Basins Per EA	13		
13	48" Sanitary Manhole Per EA	1		
14	Manhole Adjustments Per EA	30		
15	Valve Box Adjustments Per EA	20		
16	Catch Basin Adjustments Per EA	2		
17	Asphalt RemovalPer SY	1500		
18	Mobilization and DemobilizationAll Req'd	1		

TOTAL SCHEDULE A \$.....

TOTAL SCHEDULE A IN WORDS \$.....

SCHEDULE B

ITEM NO.	WORK DESCRIPTION (Unit Bid Price in Words)	EST. QTY.	UNIT BID PRICE	TOTAL BID PRICE
202 (2)	Removal of Payment Per SY	1454		
301 (2)	D1 Crushed Aggregate Base Course Per Ton	200		
303 (3)	Reconditioning Per SY	2601		
401 (1)	Hot Mix Asphalt Concrete Type I, Class B Per Ton	2094		
401 (2)	Asphalt Cement Grade PG 58-28 Per Ton	115		
401 (9)	Mineral Filler Per Ton	21		
402 (1)	STE – 1 Asphalt Tack Coat Per Ton	6		
604 (4)	Manhole AdjustmentsPer EA	20		
604 (8)	Existing Inlet AdjustmentsPer EA	4		
615 (1)	Standard SignsPer SF	19		
627 (10)	Valve Box AdjustmentsPer EA	10		
639 (1)	Residential DrivewayPer EA	57		
639 (3)	Roadway IntersectionsPer EA	8		
640 (1)	Mobilization and Demobilization All Req'd	1		
641 (3)	Temporary Soil Erosion and Pollution Control All Req'd	1		
642 (1)	Construction Survey and Staking All Req'd	1		
643 (2)	Temporary Traffic Control All Req'd	1		
646 (1)	CMP Scheduling All Req'd	1		

TOTAL SCHEDULE B

\$.....

TOTAL SCHEDULE B IN WORDS

\$.....

TOTAL BASE BID (SCHEDULE A + B) \$.....

TOTAL BASE BID IN WORDS \$.....

Contractor

Date

Signature

Title

CITY OF CRAIG

Non-Collusion Affidavit

_____, first being duly sworn, on her/his oath says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or behalf of any person not herein named, and he further says that the said bidder had not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

Contractor

Subscribed and sworn to before me this _____ day of _____, 200__.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

(Seal)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Craig, Alaska, by motion passed _____, 200_, has awarded to _____, hereinafter designated as the **PRINCIPAL**, a contract for:

CRAIG PAVING PROJECT

Phase I

WHEREAS, said **PRINCIPAL** is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, the **PRINCIPAL** and _____, as **SURETY**, are held and firmly bound unto CITY OF CRAIG hereinafter called the **OWNER**, _____ in _____ the _____ penal _____ sum _____ of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall deliver, provide and perform all work, services, and materials, and in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, including any warranty, or guarantee, and during the period thereof, as provided for therein, and in all respects according to their intent and meaning, and shall indemnify and save harmless the **OWNER**, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said **SURETY**, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or contract documents, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond, and said **SURETY** does hereby waive notice of any such change, extension of time, alteration, modifications, or additions to the terms of the contract or contract documents, or to the work or to the

specifications.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs, expenses and fees, including attorney's fees, incurred by **OWNER** in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF _____
identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the **PRINCIPAL** and **SURETY** above named, on the _____ day of _____, 200__.

PRINCIPAL

TWO WITNESSES:

_____ By: _____

_____ Title: _____

Corporate Seal

SURETY

By: _____

Title: _____

ADDRESS

Corporate Seal

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) ss.
____ JUDICIAL DISTRICT)

On this _____ day of _____, 200__, before me,
_____, a notary public in and for said district and State
personally appeared _____

_____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of, _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTARY PUBLIC FOR ALASKA

My Commission Expires: _____

(Seal)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Craig, Alaska, by motion passed _____, 200__, has awarded to _____, (hereinafter designated as the **PRINCIPAL**), a contract for the work described as follows:

CRAIG PAVING PROJECT Phase I

WHEREAS, under the terms of said contract, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Craig (hereinafter referred to as "**OWNER**") to secure the payment of the claims to which reference is made in Title 36, Chapter 25, commencing at Section 36.25.010, Statutes of the State of Alaska.

NOW THEREFORE, we, the **PRINCIPAL** and _____, as **SURETY**, are held and firmly bound unto the **OWNER** and any and all persons, companies or corporations furnishing materials, provisions, provender, or other supplies, used in, upon, or about the performance of the work contracted to be executed or performed under the hereinabove mentioned contract, and all persons, companies, or corporations renting or hiring implements or machinery, for or contributing to said work to be done, and all persons performing work or labor done upon the same, and all persons supplying both work and labor as aforesaid, and as referred to in said Chapter 25, Title 36, Statutes of the State of Alaska, in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said **PRINCIPAL**, hers/his/its subcontractors, heirs, executors, administrators, successors and assigns, shall pay any and all persons, companies or corporations furnishing materials, provisions, provender, or other supplies, used in, upon, or about the performance of the work contracted to be executed or performed under the hereinabove mentioned contract, and all persons, companies, or corporations renting or hiring implements or machinery, for or contributing to said work to be done, and all persons performing work or labor done upon the same, and all persons supplying both work and labor as aforesaid, and as referred to in said Chapter 25, Title 36, Statutes of the State of Alaska, and shall indemnify and

save the **OWNER** harmless from all cost, expense, and damage by reason of **PRINCIPAL'S** default or failure to do so, and shall pay any local sales or use taxes, then this obligation shall be void; otherwise said bond shall remain in full force and effect and **SURETY** on this bond shall pay the same.

It is expressly agreed and understood that in addition to **OWNER**, this bond shall inure to the benefit of any and all of the persons named in Alaska Statutes, Title 36, Chapter 25, Sections 36.25.010, 36.25.020, and AS 23.20.265, et seq., so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the **SURETY** on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishings of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the **SURETY** and in favor of all persons for whose benefit such bond is given, and under no circumstances shall **SURETY** be released from liability to those for whose benefit such bond has been given by reason of any breach of contract between the **OWNER** and the **PRINCIPAL** or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described herein and/or in Alaska Statutes Title 36, Chapter 25, Section 36.25.010, 36.25.020, et seq., and has not been paid the full amount of his claim and that **SURETY** does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by **OWNER** or other person entitled to bring suit thereon in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 200__.

PRINCIPAL

By: _____

Title: _____

TWO WITNESSES:

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal:

SURETY

By: _____

Title: _____

ADDRESS

ATTORNEY-IN-FACT ACKNOWLEDGMENT OF SURETY

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

On this _____ day of _____, 200__, before me, _____, a notary public in and for said district and State, personally appeared _____ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the _____, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER **A**

COMPANY
LETTER **B**

COMPANY
LETTER **C**

COMPANY
LETTER **D**

COMPANY
LETTER **E**

INSURED

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR: <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> X.C.U. Explosion				GENERAL AGGREGATE \$ 2,000 PRODUCTS-COMP/OP AGG: \$ 1,000 PERSONAL & ADV. INJURY \$ 500 EACH OCCURRENCE \$ 500 FIRE DAMAGE (Any one fire) \$ 50 MED. EXPENSE (Any one person) \$ 5
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO. <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY: <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ 1,000 AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ 100 DISEASE-POLICY LIMIT \$ 500 DISEASE-EACH EMPLOYEE \$ 100

OTHER
Course of Construction
(All Risk Builders Risk)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

and R&M Engineering-Ketchikan, Inc. are additional insureds in all above policies except compensation.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

For Laborers' & Mechanics' Minimum Rates of Pay, see Pamphlet 600, Title 36 Public Contracts, Wage and Hour Administration, Issue 18, effective April 1, 2009, on-line at following website.

<http://labor.state.ak.us/lss/pamp600.htm>

AGREEMENT

FOR

CRAIG PAVING PROJECT Phase I

THIS AGREEMENT made and entered into this ____ day of _____, 200__, by and between the **CITY OF CRAIG**, a municipal corporation, P.O. Box 725, Craig, Alaska 99921, hereinafter called "**OWNER**," and

_____, licensed and qualified to do business within the State of Alaska, hereinafter called "**CONTRACTOR**."

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

Section 1: Scope of Work. The **CONTRACTOR** shall perform and provide, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed including the providing of all work, labor, services, materials, utility, transportation and other acts necessary to perform the Contract in a workmanlike manner (hereinafter referred to as "Construction"), in connection with:

City of Craig Craig Paving Project Phase I

and in strict conformity with the Contract Drawings and Engineering Specifications, including any and all Addenda issued by the **OWNER**, and with all of the other Contract Documents enumerated in Section 4 hereof, hereinafter collectively referred to as the "Contract."

Section 2: Construction Time.

(a) The **CONTRACTOR** agrees to complete all work and construction called for and as defined in the Contract Documents, to the satisfaction of the **OWNER** within the time for completion as specified in these Contract Documents.

Section 3: Contract Amount. As and for full payment, and in consideration of the timely and proper performance of all construction and work called for by the Contract, as defined herein, and performance of all the terms and conditions thereof, the **OWNER** shall

pay the **CONTRACTOR** in currency of the United States, as follows:

(a) If the Bid Proposal calls for single lump sum price(s), the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount of _____ Dollars (\$_____)

(b) If the Bid Proposal calls for unit prices, the **OWNER** shall pay to the **CONTRACTOR** a Total Contract Amount computed from the unit prices set forth in the **CONTRACTOR'S** Bid Proposal and the actual quantities of units furnished. It is understood that the quantities stated are approximate only and are subject to either increase or decrease, and should the quantities of any of the units of work and construction be increased, the **CONTRACTOR** shall perform the additional work at the unit prices set forth in the Bid Proposal, and should the quantities be decreased, payment will be made based on the actual quantities installed at the unit prices set forth in the Bid Proposal and the **CONTRACTOR** will make no claim for anticipated profits, or cost recovery for any increase or decrease in the quantities except as specifically provided in the General Conditions. Based upon the unit prices set forth in the **CONTRACTOR'S** Bid Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, the estimated Total Contract Amount is _____ (\$_____).

It is further agreed that the **CONTRACTOR** shall start all work and construction within ten (10) days after delivery of the **OWNER'S** Notice to Proceed, unless otherwise specified in such Notice to Proceed, and shall complete all work and construction in accordance with the construction schedule and time for completion as provided in the Contract Documents.

Section 4: Contract Documents. The Contract, and the component parts of this Contract, entered into by the acceptance of the **CONTRACTOR'S** Bid Proposal and the signing of this Agreement, consist of the following documents, all of which are component parts of said Contract and are as fully a part thereof as if herein set forth in full, and if not attached, as if attached hereto:

1. This Agreement;
2. Notice to Contractors Inviting Bids;
3. Information for Bidders;
4. Notice of Award;
5. Bid Proposal as accepted;

6. Change Orders;
7. Addendum No(s). _____;
8. Performance Bond;
9. Payment Bond;
10. Notice to Proceed;
11. Written amendments, including Change Orders, if any, to this Agreement signed by both parties entered into after execution of this Agreement.
12. Certificate of Insurance;
13. State of Alaska, Department of Labor, Schedule of Laborer's and Mechanic's Minimum Rates of Pay, dated _____ as hereafter amended from time to time;
14. General Conditions;
15. Special Conditions consisting of _____ (____) pages;
16. Engineering Specifications bearing the title _____ consisting of _____ (____) pages.
17. Contract Drawings, consisting of _____ (____) pages with each sheet bearing the general title _____.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

OWNER:

CITY OF CRAIG

By: _____
City Administrator

ATTEST:

City Clerk

Approved as to Form:

By: _____
City Attorney

Reviewed and Approved as
to Content

Certified Funds Available

By: _____

By: _____

Account No. _____

CONTRACTOR:

Name of Contractor

By: _____
(Signature of authorized officer)

(Title of person signing)

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Jon Bolling** and _____ to me known to be the **City Administrator** and the **City Clerk** of the **CITY OF CRAIG**, a first class city, the entity which executed the above and foregoing instrument; who on oath stated that they were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said entity; who acknowledged to me that they signed and sealed the same freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

(Seal)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as _____ in the foregoing instrument; that _____, who signed said instrument on behalf of said Corporation, was then President of said corporation; that said instrument was duly signed for in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

(Signature)

CORPORATE ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____
(Name) (Name)

known to be the President and Secretary of _____, a corporation formed under the laws of the State of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he(she)(they) were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he(she)(they) signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 200__, before me, a Notary Public, personally appeared _____ known to me to be (one of) the partner(s) of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

DATED: _____

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

(Seal)

CONTRACTOR'S REQUEST FOR PAYMENT NO. _____

OWNER: City of Craig

CONTRACTOR:

CONTRACT: Craig Paving Project Phase I

For period from _____ to _____.

In accordance with the attached schedule, the **CONTRACTOR** is entitled to payment of the amount as follows:

Original Contract Sum	\$ _____
Change Orders	\$ _____
Total Contract to Date	\$ _____
Total Completed to Date	\$ _____
Less Previous Payments	\$ _____
Amount this Payment	\$ _____
Less ____ % Retainage	\$ _____
Due this Request	\$ _____

CONTRACTOR'S Certification:

The undersigned **CONTRACTOR** certifies that (a) all previous progress payments received from **OWNER** on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of **CONTRACTOR** incurred in connection with Work covered by prior Requests for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Request for Payment will pass to **OWNER** at time of payment free and clear of all liens, claims, security interests and encumbrances. The undersigned **CONTRACTOR** further certifies, represents and agrees that there are no claims for additional work or other claims not put in writing prior to this date.

DATED: _____, 200__

Contractor: _____

By: _____

Payment of the above amount due this Request is recommended.

DATED: _____, 200__

Project Manager, R&M Engineering-Ketchikan, Inc.

By: _____

Payment of the above amount due this Request is approved.

DATED: _____, 200__

Administrator, City of Craig

By: _____

CITY OF CRAIG

CHANGE ORDER NO. _____

DATE: _____

CONTRACTOR/ADDRESS: _____

OWNER: _____

PROJECT: _____

CONTRACT NO.: _____

Description of change: _____

Original Contract Amount _____

Previous Change Order Amount _____

Amount This Change Order _____

Revised Total Contract Amount _____

Original Completion Date _____

Previous Change Order Time Changes _____

This Change Order Time Changes _____

Completion Date With This C.O. _____

ACCEPTED BY:

APPROVED BY:

Contractor

City of CRAIG

Signature

Signature

Title

Title

Date

Date

**RELEASE, WAIVER AND DISCHARGE
OF ALL CLAIMS AND LIENS**

This Certificate and Affidavit is made this ____ day of _____, 200__, by -

("Releasor"), the Contractor under that certain Agreement for the performing and/or furnishing of work, labor, service, materials and/or equipment in connection with the Agreement and Project known as _____

For and in consideration of the total sum of _____ Dollars

(\$ _____), and other good and valuable consideration, which sum is acknowledged as being the FINAL AND TOTAL AMOUNT due or alleged to be due or owing from the City of Craig (hereinafter referred to as "Releasee"), the receipt and payment of which sum is hereby acknowledged, the Releasor for and on behalf of itself and all parties claiming any interest in or through it, and for its successors and assigns, does hereby waive, release and discharge the Releasee from any and all causes of action, suits, debts, accounts, bonds, contracts, promises, damages, liens, encumbrances, judgment, claims and demands whatsoever, in law or equity which against the Releasee, jointly or separately Releasor ever had, now has, or might hereinafter have, relating directly or indirectly to the aforesaid Agreement and/or Project. The Releasor further hereby agrees to appear and defend and to indemnify and hold the Releasee harmless from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, service, materials and/or equipment which directly or indirectly relates to that which was performed or should have been performed by the Releasor, and from and against any claim relating to any work, labor, services, materials and/or equipment allegedly performed, supplied, or provided by the Releasor.

The Releasor further hereby represents, certifies and warrants that it has fully paid for any and all work, labor, services, materials and/or equipment provided to it in connection with the Contract and/or the Project. The Releasor hereby grants to the Releasee and its authorized representatives the right to review and audit any and all books and records of the Releasor at any time for verification of such payments.

IN WITNESS WHEREOF, this Release, Waiver and Discharge of Claims and Liens has been executed this _____ day of _____, 200__, at _____.

Releasor

By: _____

Title: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 200__.

NOTARY PUBLIC FOR ALASKA

My Commission Expires _____

CORPORATE CERTIFICATE

I, _____ certify
(name)

that I am the Secretary of the Corporation named as Releasor in the foregoing Release; that

_____,
who signed said Release on behalf of said corporation, was then _____
of said Corporation;

(title)

that said Release was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Signature)

[Corporate Seal]

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ and _____ (Name) _____ (Name) known to be the President and Secretary of _____, a corporation formed under the laws of the State of _____, the corporation which executed the above and foregoing instrument, and who on oath stated he(she)(they) were duly authorized to execute said instrument and affix the corporate seal thereto on behalf of said corporation, and that the seal affixed thereto is the corporate seal thereof, and acknowledged that he(she)(they) signed the same freely and voluntarily on behalf of said corporation for the purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR ALASKA
My Commission Expires:

(Seal)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____)

THIS IS TO CERTIFY that on this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ALASKA)
) ss.
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 200__, before me, a notary public, personally appeared _____ known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

DATED: _____

(Seal)

NOTARY PUBLIC FOR ALASKA
My Commission Expires: _____

STATEMENT CONCERNING CLAIMS

The **Contractor** under that certain contract dated _____, 200____, by and between _____
(**Contractor**) and the **CITY OF CRAIG (Owner)** for work
and services for _____

(Project)

states, represents and warrants that **Contractor** has fully completed all work and services included in the Contract and all authorized change orders thereto, and has fully paid for all labor, services, materials, equipment, supervision, taxes, use of equipment, and all other costs and expenses of the Project and the contract and that there are no disputes, claims or liens against the **Owner**, the **Contractor**, or any subcontractor of **Contractor**, and that the **Contractor** will have no claims against the **Owner** of any kind whatsoever arising from or growing out of the Contract or the Project except as follows:

<u>Claimant</u>	<u>Description of Claim</u>	<u>Amount</u>
-----------------	-----------------------------	---------------

(Contractor)

By: _____

STATE OF _____))	ss.
_____))	
_____))	

_____, being first duly sworn, on oath deposes and states, that he is the _____ of the aforesaid **Contractor**, that he makes this affidavit for and on its behalf and is authorized so to do, that he has read the foregoing Statement Concerning Claims and has personal knowledge of the facts contained therein and acknowledges said Statement Concerning Claims to be the free and voluntary act and deed of the **Contractor** for the purpose of obtaining final payment under the agreement described herein, that he was authorized to execute the same for and on behalf of the **Contractor** and that said Statement Concerning Claims is true and correct.

SUBSCRIBED and SWORN to before me this ____ day of _____, 200__.

NOTARY PUBLIC in and for

State of _____,
residing at _____.
My Commission expires: _____

